

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF INFILL
COLLABORATIVE, INC. APPROVAL OF FINAL
WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF 17 INFILL
BUILDINGS IDENTIFIED IN ATTACHMENT A.

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into an agreement for Community Planning and Development with the City of Boston and the Federal Government, which agreement provides for Planning and Financial Assistance in the General Neighborhood Renewal and Planning Area of Roxbury and North Dorchester, and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of Planning and Development with Federal financial assistance, including those conditions that prohibit discrimination because of race, color, sex, religion or national origin, and

WHEREAS, the Infill Collaborative, Inc. has been incorporated by the four Community Development Corporation who have expressed an interest in and have submitted a satisfactory proposal for the redevelopment of seventeen (17) vacant Infill structures in the Roxbury and Dorchester Area, and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Infill Collaborative, Inc. a duly created single purpose entity be, and hereby is, finally designated as Redeveloper of Infill Parcels listed in attachment A
2. That it is hereby determined that Infill Collaborative, Inc. possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Authority's objectives and goals which are in conformance with the Urban Renewal Plan for the Project Areas.
3. That disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings Specifications submitted by the Infill Collaborative Inc. for the development of the development of the seventeen (17) Infill Buildings listed in Attachment A conform in all respects to the Urban Renewal Plan for the Project Areas, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment, and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying the Infill Parcels listed in attachment A to Infill Collaborative, Inc., said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

8. That the Authority adopt a Confirmatory Order of Taking regarding reuse development of the seventeen (17) Infill Buildings listed in Attachment A. for the purpose of converting these buildings into eighty four (84) affordable condominium units.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

RESOLUTION

BE IT RESOLVED by the Boston Redevelopment Authority that an ORDER OF TAKING dated **SEP 10 1987** relating to portions of the SOUTH END URBAN RENEWAL AREA, Mass. R-56, and WASHINGTON PARK URBAN RENEWAL AREA, Mass. R-24, be executed and made a permanent part of these proceedings, copies of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk.

A true copy

CERTIFICATE

I hereby certify that the following names constitute the entire membership of the Boston Redevelopment Authority:

Robert L. Farrell
Joseph J. Walsh
James K. Flaherty

Clarence J. Jones
Michael F. Donlan

A true copy

ATTEST:

Kaus Simonian

Secretary of the Boston Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L., c. 121B and its predecessor Statute G.L., c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 7702, page 542, an Order of Taking, dated December 5, 1962, concerning and describing the WASHINGTON PARK URBAN RENEWAL AREA, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof;

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L., c. 121B and its predecessor Statute G.L., c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8056, page 295, an Order of Taking, dated June 30, 1966, concerning and describing the SOUTH END URBAN RENEWAL AREA, MASS. R-56, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof;

WHEREAS, the Redevelopment Authority has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by G.L., c. 79, sec. 40; and

WHEREAS, the Boston Redevelopment Authority is desirous of insuring that good and clear title is conveyed to the Infill Collaborative Corporation.

NOW, THEREFORE, BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of said c.121B, and all other authority thereunto enabling and pursuant to the applicable provisions of said c. 79, and of any and every power and authority to it, granted or implied hereby takes for itself in fee simple by eminent domain, for the purposes hereinbefore set forth or

referred to, the area or areas located in the City of Boston as hereinafter described in ANNEX A, together with any and all easements and rights appurtenant thereto, including the trees, buildings and other structures standing upon or affixed thereto, and including the fee, if any, in all public streets, highways and public ways in said area or areas or contiguous and adjacent to the property taken hereby, provided such fee is a part of said property, except any and all easements of travel in and to any and all public streets, highways and public ways in said area or areas or contiguous and adjacent thereto.

AND FURTHER ORDERED that in accordance with the provisions of the said c. 79, as amended, awards are made by the Boston Redevelopment Authority for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in each parcel described in ANNEX A and entitled to any damages by reason of the taking hereby made. The Boston Redevelopment Authority reserves the right to amend the award at any time prior to the payment thereof by reason of a change in ownership or value of said property before the right to damages therefor has become vested or for other good cause shown. The awards hereby made are set forth in ANNEX B, which ANNEX B is not to be recorded in the Registry of Deeds with the Order of Taking.

AND FURTHER ORDERED that the Secretary of the Boston Redevelopment Authority causes this instrument of Taking to be recorded in the office of the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston
Redevelopment Authority have cause the corporate seal of
the Authority to be hereto affixed and these presents to be signed
in the name and behalf of the Boston Redevelopment Authority.

DATED: **SEP 10 1987**

BOSTON REDEVELOPMENT AUTHORITY

By:

Ralph F. Cahill

James R. Blahy

James R. Blahy

Michael J. Lukan

ATTEST:

Karee Simonian

Secretary of Boston Redevelopment Authority

Approved as to form:

Ralph F. Cahill

Ralph F. Cahill
Assistant General Counsel

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

SOUTH END AND WASHINGTON PARK URBAN RENEWAL AREAS

TAKING AREA DESCRIPTION

The following parcels of land are to be taken by this Order of Taking:

PARCEL 1 (L-3, 20 Rockland Street, Washington Park Urban Renewal Area)

Beginning at a point, said point being the intersection of Southeasterly sideline of Rockland Avenue and the Southwesterly sideline of Rockland Street;

Thence from said point proceeding along the Southwesterly sideline of Rockland Street in a direction $S71^{\circ}-05'-09''E$ a distance of sixty-one and twenty-three hundredths (61.23) feet to a point, said point being on the Southwesterly sideline of Rockland Street;

thence from said point turning in a direction $S74^{\circ}-12'-45''E$ by the Southwesterly sideline of Rockland Street and running a distance of Eighty-seven Hundredths (0.87) feet to a point, said point being the Northerly corner of land now or formerly owned by Mildred C. Handy;

thence from said point turning in a direction $S18^{\circ}-10'-46''W$ by land now or formerly owned by Mildred C. Handy and running a distance of ninety-five and twenty-five hundredths (95.25) feet to a point being on the Northeasterly boundary of land now or formerly owned by Budding realty Corp., Inc.;

thence from said point turning in a direction $N71-49'-14''W$ by land now or formerly owned by Budding Realty Corp., Inc., and running a distance of sixty-two and nine hundredths (62.09) feet to a point, said point being the Northerly corner of land now or formerly owned by Budding Realty Corp., Inc.;

thence from said point turning in a direction $N18^{\circ}-10'-46''E$ along the Southeasterly sideline of Rockland Avenue and running a distance of ninety-six and no hundredths (96.00) feet to the point of beginning.

Containing a total of five thousand nine hundred thirty-seven (5,937) square feet, more or less.

PARCEL 2 (L-8, 24 Rockland Street, Washington Park Urban Renewal Area)

Beginning at a point, at the intersection of the Southwesterly sideline of Rockland Street and the Northwesternly sideline of Rockland Avenue;

thence proceeding along the Northwesternly sideline of Rockland Avenue in a direction of $S18^{\circ}-10'-46''W$ for a distance of sixty-eight and forty-four hundredths (68.44) feet to a point, said point being the intersection of the Northwesternly sideline of Rockland Avenue and a common line between Parcel L-8 and the lands now or formerly owned by Marie I. Myers and Charles A. Cooke;

thence from said point along the common line between Parcel L-8 and lands now or formerly owned by Marie I. Myers and Chrls A. Cooke in a direction $N71^{\circ}-49'-14''W$ for a distance of eighty-four and eighty-four hundredths (84.84) feet to a point;

thence from said point along a common line between Parcel L-8 and the lands now or formerly owned by the Boston Redevelopment Authority in a direction $N22^{\circ}-28'-45''E$ for a distance of eighty and thirteen hundredths (80.13) feet to a point, said point being on the Southwesterly sideline of Rockland Street;

thence from said point running along the Southwesterly sideline of Rockland Street in a direction $S61^{\circ}-12'-02''E$ for a distance of six and fifty-eight hundredths (6.58) feet to a point, said point being on the Southwesterly sideline of Rockland Street;

thence from said point along the Southwesterly sideline of Rockland Street in a direction $S63^{\circ}-45'-19''E$ for a distance of seventy-three and nine hundredths (73.09) feet to the point of beginning.

Containing a total of six thousand seventy-eight (6,078) square feet, more or less.

PARCEL 3 (L-4, 25 Dale Street, Washington Park Urban Renewal Area

Beginning at a point, said point being the intersection of the Northerly sideline of Dale Street and the Easterly sideline of Mills Street;

thence proceeding along the Easterly sideline of Mills Street in a direction $N14^{\circ}-24'-31''E$ for a distance of sixty and forty-six hundredths (60.46) feet to a point, said point being the intersection of the Easterly sideline of Mills Street and a line between Parcel L-4 and land now or formerly owned by Ricardo W. and Terri W. Gale;

thence from said point along the line between Parcel L-4 and the lands now or formerly owned by Ricardo W. and Terri W. Gale in a direction $S79^{\circ}-21'-52''E$ for a distance of forty-seven and ten hundredths (47.10) feet to a point;

thence from said point turning and running along the lands now or formerly owned by Ricard W. and Terri W. Gale in a direction $N14^{\circ}-24'-31''E$ for a distance of ten and ninety hundredths (10.90) feet to a point;

thence from said point turning and running along lands now or formerly owned by Ricardo W. and Terri W. Gale in a direction $S75^{\circ}-35'-29''E$ for a distance of fifty and nine hundredths (50.09) feet to a point, said point being on the Westerly sideline of land now or formerly owned by Sebron W. and Pauline A. Weston;

thence from said point along the common line between Parcel L-4 and land now or formerly owned by Sebron W. and Pauline A. Weston in a direction $S7^{\circ}-43'-25''E$ for a distance of seventy-one and fifty-three hundredths (71.53) feet to a point, said point being in the Northerly sideline of Dale Street;

thence from said point along the Northerly sideline of Dale Street in a direction $N79^{\circ}-21'-52''W$ for a distance of one hundred twenty-four and thirty-one hundredths (124.31) feet to the point of beginning.

Containing a total of seventy-two hundred forlty-eight (7,248) square feet, more or less.

PARCEL 4 (S-5, 15 Kensington Street, Washington Park Urban
Renewal Area.

Beginning at a point, said point being the intersection of the Southwesterly sideline of Washington Park Boulevard and the Northwesterly sideline of Kensington Street;

thence proceeding along the Northwesterly sideline of Kensington Street in a direction $S44^{\circ}-50'-28"W$ for a distance of forty and forty-seven hundredths (40.47) feet to a point;

thence from said point running along the sideline of Kensington Street in a direction $S45^{\circ}YoH-00'-32"E$ for a distance of twenty-seven and no hundredths (27.00) feet to a point, said point being on the Northwesterly sideline of Kensington Street;

thence from said point turning and running along the Northwesterly sideline of Kensington Street in a direction $S44^{\circ}YoH-59'-28"W$ for a distance of thirty-nine and ninety-nine hundredths (39.99) feet to a point, said point being the intersection of the Northwesterly sideline of Kensington Street and a common line between Parcel S-5 and lands now or formerly owned by Christine E. Anderson;

thence from said point turning and running along the common line between Parcel S-5 and the lands now or formerly owned by Christine E. Anderson in a direction $N44^{\circ}YoH-54'-37"W$ for a distance of ninety and no hundredths (90.00) feet to a point;

thence from said point turning and running along the common line between Parcel S-5 and lands now or formerly owned by Boston Redevelopment Authority in a direction $N44^{\circ}-59'-25"E$ for a distance of sixty-four and thirty-six hundredths (64.36) feet to a point, said point being on the Southwesterly sideline of Washington Park Boulevard;

thence from said point turning and running along the Southwesterly sideline of Washington Park Boulevard in a direction $S59^{\circ}-13'-15"E$ for a distance of sixty-four and ninety-nine hundredths (64.99) feet to the point of beginning.

Containing a total of five thousand six hundred thirty-nine (5,639) square feet, more or less.

PARCEL: 5 (165-169 Martin Luther King Boulevard, Washington Park
Urban Renewal Area

thence from said point turning $N36^{\circ}-33'-34"E$ by land now or formerly of Hilary E., Sr., and Mable Callender and running a distance of forty-one and thirty-seven hundredths (41.37) feet to a point;

thence from said point turning $N54^{\circ}-32'-25"W$ by land now or formerly of Hilary E., Sr., and Mabel Callender and running a distance of one hundred twenty and five hundredths (120.05) feet to a point, said point being the Northeasterly boundary of land now or formerly of Hilary E., Sr., and Mable Callender and said point being the intersection of the Southwesterly and Southeasterly sidelines of Mayfair Street;

thence from said point turning $N34^{\circ}-58'-34"E$ along the Southeasterly side line of Mayfair Street and running a distance of twenty-six and no hundredths (26.00) feet to a point, said point being the intersection of the Southeasterly and Northeasterly side lines of Mayfair Street;

thence from said point turning N54°-32'-25"W along the Northeasterly side line of Mayfair Street and running a distance of twenty-five and no hundredths (25.00) feet to a point, said point being the intersection of the Northeasterly and Southeasterly side lines of Mayfair Street;

thence from said point turning N34°-58'-34"E along the Southeasterly side line of Mayfair Street and running a distance of thirty-three and fifty-one hundredths (33.51) feet to the point of beginning.

Containing twenty-five thousand four hundred fifty-six (24,456) square feet, more or less.

PARCEL 6 (RC-8, 980 Tremont Street, South End Urban Renewal Area

Beginning at a point on the southeasterly side of Tremont Street sixty-three feet and forty-four hundredths (63.44) southwesterly of the intersection of Hammond Street;

thence running S54°-35'-33"E by land now or formerly owned by John H. Tinker a distance of sixty-six feet and eighty-three hundredths (66.83) to a point;

thence running S63°-12'-13"W by land now or formerly owned by Maxwell and Ida Shore a distance of twenty-two feet (22.00) to a point;

thence running S35°H-16'-20"W also by land of Shore a distance of eleven feet and seventy-nine hundredths (11.79) to a point;

thence running S54°H-35'-33"E again by land of Shore a distance of eighteen feet and nineteen hundredths (18.19) to a point;

thence running S35°H-23'-40"W again by land of Shore, by land of Charles S. Johnson, and by land of Willie and Gladys Fennell a distance of twenty-seven feet and eighty-three hundredths (27.83) to a point;

thence running N55°-10'-10"W by land now or formerly owned by George R. Guscott a distance of seventy-four feet and eighty hundredths (74.80) to a point;

thence running N35°-24'-27"E along the southeasterly side of Tremont Street a distance of fifty-nine feet and eighty-three hundredths (59.83) to the point of beginning.

Containing a total of three thousand nine hundred and seventy-seven square feet (3,977), more or less.

The owners of the parcels of land hereby taken are unknown.

ANNEX B

BOSTON REDEVELOPMENT AUTHORITY

SOUTH END AND WASHINGTON PARK URBAN RENEWAL AREAS

AWARD OF DAMAGES

No awards are made with this Order of Taking.

MEMORANDUM

SEPTEMBER 10, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND STEPHEN COYLE,
DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR
ROBERT MCGILVRAY, CHIEF OF REHABILITATION
THOMAS O'MALLEY, SENIOR PROJECT MANAGER

SUBJECT: APPROVAL OF FINAL DESIGNATION OF THE INFILL
COLLABORATIVE, INC. AS THE REDEVELOPER OF SEVENTEEN
(17) VACANT INFILL BUILDINGS.

CONFIRMATORY ORDER OF TAKING

On October 23, 1979 the Authority acquired a group of HUD foreclosed properties that were part of an Infill Housing Program undertaken by HUD and a private developer in 1969 and 1970. This final designation covers seventeen (17) vacant buildings located on fourteen (14) parcels of land. The buildings are four story masonry and reinforced concrete structures containing 2, 3 and 4 bedroom units. A property description list is included as Attachment A.

On March 20, 1986 the Authority voted tentative designation for these properties to the following community development groups:

- ° Codman Square HDC
- ° Nuestra Comunidad CDC
- ° Roxbury-North Dorchester CDC
- ° Quincy Geneva HDC

Since that time the four community groups have duely created the Infill Collaborative, Inc. for the single purpose of redeveloping the Infill Buildings. A copy of the articles of Organization is included as attachment B. It is requested that Final Designation be in the name of the Infill Collaborative, Inc.

The proposal calls for the redevelopment of seventeen (17) vacant four story masonry buildings into eighty four (84) affordable condominium units.

In addition to the four community development groups doing business as the Infill Collaborative, Inc. the development team consists of the following:

Legal Council:

James Stone, Esq.
1 Bromfield Street
Boston, Ma. 02109

Architect:

CPF/Domenech, Hicks
155 Massachusetts Avenue
Boston, MA 02115

Anticipated Contractor:

James O. McFarland, Inc.
15 Cefelo Road
West Roxbury, MA 02132

Financing:

The project's Total Development Cost is Nine Million One Hundred Thousand Dollars (\$9,100,000.)

The Boston Bank of Commerce is the lead lending institution and has committed to a Four Million Dollar (\$4,000,000) revolving construction loan.

The Boston Bank of Commerce and the First American Savings Bank have each committed Two Million Dollars (\$2,000,000) to the revolving loan.

Additionally, Community Development Finance Corporation (CDFC) has committed a minimum of Two Hundred Thousand Dollars (\$200,000) in secondary mortgage financing.

A sources and uses worksheet is appended as Attachment C.

A signed letter of commitment from the Boston Bank of Commerce is included as Attachment D. Attachment E is CDFC Letter of Commitment.

Fifty Four (54) units will be sold under the Massachusetts Housing Partnership's (MHP) Homeownership Opportunity Program (HOP). HOP is an interest reduction affordability program for first time homebuyers. Letter of Commitment is Attachment F.

Additionally twenty one (21) of the units will be sold to the Boston Housing Authority (BHA) under the Chapter 705 condominium acquisition program to be utilized as scattered site low income housing. Attachment G is a letter of interest from the BHA.

The remaining nine (9) units will be affordable to families with incomes below 110% of median income.

Design has been monitored, reviewed and approved by the Authority's Design Review Department. Currently 100% Final Design Documents are at the Inspectional Services Department awaiting zoning and other reviews in advance of building permit issuance.

Community support has been received by each of the four community development groups in their geographical area. Also, the Roxbury Neighborhood Council has given support provided that two thirds of the units are affordable to families within the 80% of SMSA income limits. This condition is being met.

Confirmatory Taking:

It is further recommended that the Authority adopt an order of taking in order to eliminate title defects and expedite the issuance of title insurance.

The appropriate votes follow:

VOTED: That the Infill Collaborative, Inc. receive Final Designation for the Infill parcels described in Attachment A. and

That the Director, be and hereby, is authorized to execute and deliver a Land Disposition Agreement.

VOTED: That the Authority adopt an Order of Confirmatory Taking of all parcels described in Attachment A. for the purpose of eliminating any title defects.

INFILL PROJECT Sources & Uses Worksheet

USES SEPTEMBER 9, 1987

Requisition 0

Real Estate Relate Tax 250,000

HEED COSTS 7,042,885

Construction 7,042,885

Permits 0

Subtotal 7,042,885

Contingency (10%) 211,287

Demo & Abatement Removal 175,000

TOTAL 7,429,172

SOFT COSTS 237,006

Arch/Eng 1,420

Prog Testing 2,000

Consulting Arch 21,000

Other Prof Fees 10,000

Legal 8,076

Title Ins 5,000

Rocting 47,200

Marketing 6,000

Appraisal Fees 16,800

Survey 6,000

Financing Fees 52,000

Pointe 21,000

Release Fees 20,000

Bank Closing 12,000

Drawdown Fees 261,847

Const Interest 33,673

Other Loan Interest 5,000

Closing 120,000

Other Expenses 148,058

Developer's Fees 77,621

Dev Mgmt 35,500

Building Permit 22,246

Treger Fees 29,612

Taxes 13,240

Insurance 1,214,349

Builder's Risk 50,000

Owner's Liab 1,264,349

Subtotal 9,348,521

Contingency TOTAL 9,348,521

TOTAL USE 9,348,521

SOURCES

EPH Contribution 235,000

EPH Land Contribution 0

Linkage 264,000

CEOPC 21,300

EDCD Insurance 6,000

Sales Proceeds 2,914,000

EDCD Demo & Relocates 175,000

City of Boston Bldg Permit 77,621

Expedited Abatement 250,000

on Taxes

TOTAL SOURCES 9,348,521

REVENUE SHORTFALL

ATTACHMENT A.

The following is a list of the addresses of the property included in the Infill Collaborative, Inc.'s Project.

<u>Address</u>	<u># of Units</u>	<u>Square Feet</u>	<u>Urban Renewal</u>
1) 980 Tremont St.	4	3,978	South End
2) 263 Estice & 8 Dunmore	4	17,188	N/A
	4		N/A
3) 3 Johnson Terrace	8	9,328	N/A
4) 105 George St.	4	6,042	N/A
5) 60 Norwell St.	4		N/A
70 Norwell St.	4	11,010	N/A
6) 120 George St.	4	7,150	N/A
7) 28 W. Cottage St.	4	4,968	N/A
8) 25 Dale St.	4	7,251	Washington Park
9) 65-69 Nightengale	12	16,513	N/A
10) 20 Rockland	4	5,936	Washington Park
11) 24 Rockland	4	6,076	Washington Park
12) 15 Kingston	4	5,639	Washington Park
13) 584 Blue Hill Ave.	4	6,174	N/A
14) 165 M.L. King Blvd.	4		Washington Park
169 M.L. King Blvd.	8	24,456	Washington Park

ATTACHMENT B

1986 MAY 27

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 27 day of May 1986

Effective date May 27, 1986

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

James W. Stone, Esq.

One Bromfield Street

Boston, MA 02108

Telephone 482-1600

Filing Fee \$30.00

Copy Mailed

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

Not applicable

- *4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

Membership in the corporation is limited to Directors,
and Massachusetts General Laws, ch. 180 corporations.

*If there are no provisions state "None".

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

2406 Washington Street
Roxbury, MA 02119

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Melvyn Colon	34 Tonawanda Street Dorchester MA. 02124	Nuestra Comunidad 391 Dudley Street Roxbury, MA. 02119
Treasurer:	William Jones	9 Walton Street Dorchester, MA. 02124	Codman Square HDC 702 Washington Street Dorchester MA. 02124
Clerk:	Sharon Riley	29 Homestead Street Roxbury Ma. 02121	Roxbury/North Dorchester NR 62 Warren Street Roxbury MA. 02119

Directors: (or officers having the powers of directors)

Melvyn Colon	Same as above	
Herb James	1630 Worchester Street, Framingham 01701	Quincy/Geneva HC
William Jones	Same as above	317 Blue Hill Avenue
Sharon Riley	Same as above	Roxbury MA. 02121

c. The date initially adopted on which the corporation's fiscal year ends is:

December

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

Third Thursday of February

e. The name and business address of the resident agent, if any, of the corporation is:

None

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 33 day of May, 19

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

W. William H. Jones
W. Herbert James

SR Sharon Riley
MC Melvyn Colon

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of State

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME	RESIDENCE
William Jones	9 Walton Street, Dorchester Ma. 02124
Sharon Riley	29 Homestead Street, Roxbury Ma. 02121
Herb James	1630 Worchester Road, Framingham Ma. 01701
Melvyn Colon	34 Tonawanda Street, Dorchester Ma. 02124

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

INFILL COLLABORATIVE, INC.

2. The purposes for which the corporation is formed is as follows:

To acquire, purchase, renovate, rehabilitate, sell, transfer, and assign real and personal property of every nature and kind. To borrow, mortgage, pledge, assign any and all property, chattels and instruments of every nature and kind.

To undertake all actions permitted of a corporation under General Laws, ch. 156B except those specifically prohibited under General Laws, ch. 180.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

Name
Approved

C ☐
P ☐
M ☐
R.A. ☐

ATTACHMENT C

INFILL PROJECT	Sources & Uses Worksheet	File name: Uses.wk1
USES	SEPTEMBER 1, 1987	SOURCES
Acquisition	0	
Back Real Estate Tax	250,000	BRA Contribution 499,000
		CEDAC 21,300
HARD COSTS		
Construction	7,042,885	EOCD Insurance 6,600
Facades	0	
Subtotal	7,042,885	Sales Proceeds 7,914,000
Contingency (.03)	211,287	EOCD Demo & Asbestos 175,000
Demo & Asbestos Removal	175,000	City of Boston Bldg Permit 77,621
TOTAL	7,429,172	Expedited Abatements on taxes 250,000
		TOTAL SOURCES 8,943,521
SOFT COSTS		REVENUE SHORTFALL (0)
Arch/Eng	237,006	
Eng Testing	1,420	
Consulting Arch	2,000	
Condo Documentation	21,000	
Other Prof Fees		
Legal	10,000	
Title Ins	8,076	
Accting	5,000	
Marketing	47,250	
Appraisal Fees	5,000	
Survey	16,800	
Financing Fees		
App Fees	8,000	
Points	52,000	
Release Fees	21,000	
Bank Closing	20,000	
Drawdown Fees	12,000	
Const Interest	261,847	
Other Loan Interest	33,673	
Closing	5,000	
Other Expenses		
Developer's Fees	120,000	
Dev Mgmt	148,058	
Building Permit	77,621	
Tregor Fees	35,500	
Taxes	22,246	
Insurance		
Builder's Risk	29,612	
Owner's Liab	13,240	
Subtotal	1,214,349	
Contingency	50,000	
TOTAL	1,264,349	
TOTAL USES	8,943,521	

ATTACHMENT D

THE BOSTON BANK OF COMMERCE

110 TREMONT STREET • BOSTON, MASSACHUSETTS 02109-1104

(617) 423-1010

June 29, 1987

William H. Jones, Treasurer
The Infill Collaborative, Inc.
c/o Codman Square Housing
Development Corporation
702 Washington Street
Dorchester, MA 02124

RE: \$4,000,000 Revolving Construction-Temporary First Mortgage
Loan
in South End, Roxbury and Dorchester.

Dear Mr. Jones:

We are pleased to confirm approval of your request for a revolving construction-temporary first mortgage loan in the amount of \$4,000,000 on property owned by you and located in the South End, Roxbury and Dorchester. Said property consists of approximately 124,067 S.F. of land to be improved with 84 Condominium units consisting of 17 structures with 40 - 2Br; 36 - 3Br and 9 - 4 Br. Units will contain approximately 912-~~2736~~ square feet each.

1350 m.c. *HX N/A9*

The obligation of Boston Bank of Commerce ("Boston Bank of Commerce") to advance funds under this commitment is subject to Borrower's full compliance with the following terms and conditions:

Borrower:

1. Codman Square Housing Development Corp.
2. Quincy-Geneva/~~Roxbury Multi-Service Center~~
3. Roxbury North - Dorchester Neighborhood Revitalization Corp.
4. Nuestra Comunidad Development Corp.
5. or Nominee ~~Trust~~ m.c. *HX LB N/A9*

Entity

All Nominees *LB N/A9*

Guarantors: ~~xxx~~

~~xxx~~ shall unconditionally guarantee all obligations under the Note, Mortgage and other loan documents.

Loan Amount:

\$4,000,000 to be disbursed in accordance with the terms of Construction Loan Agreement to be executed contemporaneously with the Note and Mortgage.

Purpose of Loan:

To finance the development of 84 Condominium units of approximately 912 S.F. each to be sold to low and moderate income families.

Interest Rate:

The mortgage Note will call for interest to accrue and be payable monthly in arrears on funds advanced and outstanding at the rate of one-one half percent (1 1/2%) per annum floating above the Bank of Boston Corporate Base Rate as it may change from time to time. Interest will be computed for the actual number of days elapsed on the basis of a 360 day year.

Maturity:

The Mortgage Note will call for full payment of principal plus accrued and unpaid interest on demand twenty four (24) months from the closing date or prior thereto upon certain events of default.

Construction
Service Fee:

Borrower shall pay to Boston Bank of Commerce a construction service fee equivalent to 1 3/4% of the face amount of the note, \$70,000 according to the following schedule:

- \$10,000 payable upon acceptance of commitment.
- \$60,000 payable at closing.

Release Fee:

1% of unit selling price will be due to Bank of Commerce upon the first to occur of loan maturity or when the loan herein has been repaid, all in accordance with a formula to be established prior to the loan closing. The additional interest will be payable from unit sales proceeds in the same manner as loan principal or, if the development is sold or refinanced or the loan repaid in any manner whatsoever, the additional interest will be payable in lump sum when Bank of Commerce mortgage is discharged.

Security:

The following shall be given as collateral to secure Borrower's performance and payment obligations:

- A. A first and exclusive mortgage on the premises and the improvements to be constructed thereon.

- B. A first and exclusive security interest in all personal property of the Borrower including, without limitation, all articles of personal property, equipment and fixtures not otherwise included in the mortgage from time to time located at the premises, and specifically including, in addition to the foregoing, a lien on all materials not integrated into construction for which loan funds are advanced and also including all contract rights, accounts, general intangibles and other personal property now owned or hereafter acquired. No portion of the Loan shall be leased by or to the Borrower.
- C. A first and exclusive lien by assignment of the rents, leases and profits which may from time to time be realized in connection with the Development. This assignment shall call for exercise by BBC only in the event of default by Borrower under the Loan documents.
- D. An assignment of a management contract to be executed with respect to the completed project which contract shall be in form and acceptable to BBC.
- E. The borrower is to covenant in the mortgage and in addition to the customary covenants and without limitation thereto that:
 - 1. No interest in the security shall be further encumbered, sold or otherwise alienated without the prior written approval of the Mortgagee.
 - 2. The present controlling ownership of the Mortgage shall not be voluntarily changed without the prior written approval of the Mortgagee.
- F. Any additional collateral and security specified under this commitment letter or in the construction loan agreement.

First Right
of Refusal :

Borrower shall grant BBC first right of refusal on end-loan financing for qualified unit purchasers. A penalty of one (1%) percent of the gross selling

price of each unit shall be added to the principal amount of the loan if said condominium units are financed by any other person or institution without waiver of said waiver of said right by the lender.

Survey:

A satisfactory survey dated not more than 60 days prior to the date appointed for the closing of the loan and legal description of the property which is to be the security for the loan from a registered land surveyor of the jurisdiction where such property is located. Such survey shall clearly designate the Premises, the dimensions and locations of all existing and proposed improvements, utilities, all encroachments, easements, rights-of-way, ingress and egress, roads, alleys, ways, creeks, streams, paths, setbacks, and other matters revealed by inspection and survey of the property, if any and shall clearly indicate all monuments and other control relied upon by such surveyor, as well as any other portion of the property which may be covered by water and the property's location relative to any flood zone or flood hazard area.

Public
Utilities:

Such written evidence as BBC may require to the effect that sanitary sewer, water and other public utilities are available and adequate to serve the property which is to be the security of the loan for purposes consistent with the uses contemplated in the commitment. If required by BBC, such evidence must specifically address (and dispose of in a manner satisfactory to the Lender) any pre-treatment requirements or any effect upon the availability of sanitary sewer and water service for such property arising from any existing or proposed "moratorium" or the like imposed by governmental authority having or claiming jurisdiction.

Title Insurance:

Borrower shall provide BBC with a full coverage ALTA form of mortgage loan policy which shall insure the Mortgage as a valid lien of Borrower's unencumbered fee simple estate in the mortgaged premises in an amount not less than the amount of the loan outstanding. (The title insurance policy will insure the lender's interest in the property as a valid lien of Borrower's unencumbered fee simple estate in the mortgaged premises in an amount not less than the amount of the loan outstanding.) Title insurance policy to be in form and with a title company acceptable to BBC and its counsel.

m.e.d.
LB 11/15

BBC Loan
Participation:

BBC shall be lead lender and participate in the loan to the extent of \$2,000,000 (\$500,000 to each CDC). The obligation of BBC to close the loan is subject to BBC arranging a \$2,000,000 participation therein on satisfactory terms with other institutional lenders acceptable to BBC.

Construction Loan
Agreement:

Borrower agrees to abide by the terms of a Construction Loan Agreement to be executed contemporaneously with the Note and Mortgage. The Construction Loan Agreement will provide among other things, for the manner in which funds will be advanced under this commitment. Provided record title is clear, advances are to be made monthly upon receipt of itemized requisitions submitted on AIA Forms G702 and G703 signed by the contractor, approved by the architect, the Borrower and by BBC. Advances will be limited to 90% of approved requisition items pending receipt of a Certificate of Occupancy and expiration of the statutory lien period or receipt of lien waivers. BBC further reserves the right to limit advances so that the unadvanced loan proceeds will at all times be sufficient in the opinion of BBC to meet all direct and indirect construction and related costs necessary for the completion of the project. Any required equity funds are to be properly expended prior to any loan advances.

Plans
and Specifications:

Borrower agrees to deliver for review and approval by Boston Bank of Commerce prior to closing two (2) completed sets of plans and specifications. Said plans must be approved by all local, state, and federal regulatory authorities having jurisdiction over the property and the improvements to be completed thereon.

Cost Breakdown/
Disbursement
Schedule:

BBC has reviewed and approved the preliminary cost breakdown totalling the sum of \$8,168,766 as the total development cost of the project. Prior to closing and from time to time thereafter, Borrower shall furnish to the Bank the following data, all of which shall be subject to the approval of the Bank: (1) a construction time schedule, (2) a disbursement schedule, (3) a construction cost breakdown of the project itemized as to trade category and subdivision of work to be done, name of each contractor, or the estimated cost if no contract has been issued and (4) a breakdown of the indirect (non-construction) costs including such items as: real estate taxes, legal and accounting fees, surveys, permits and inspection fees, escrow charges, loan interests and marketing, management, leasing, and advertising expenses.

Disbursements:

Loan funds will be disbursed at closing of the Loan, or thereafter upon compliance with the conditions of funding, and at intervals thereafter not more frequently than once a month. Disbursements will be: (1) made under BBC's disbursement control program; (2) in accordance with the Construction Loan Agreement to be entered into between BBC and Borrower; (3) based on line item amount contained in the approved cost breakdown as the same may change from time to time; and (4) to pay for the direct and indirect cost of construction work satisfactorily completed and approved by BBC; provided that 10% (or such other percentage as agreed to in writing by the Bank) of each disbursement requested for direct costs will be retained by BBC, to be disbursed only when construction of the Improvements (on the basis of individual line items) has been fully completed and accepted by Borrower and BBC. Disbursements will also be made for materials stored on site, provided said materials are secured in a manner satisfactory to BBC and are being used for the then current phase of construction. At BBC's option, disbursements will also be made for materials paid for prior to delivery to the Property, provided such materials are properly insured and all documents necessary to perfect a security interest are properly executed. All construction will be subject to inspection by an approval of BBC.

Equity:

All other funds in excess of BBC's Loan required to complete the improvements, as reasonably determined by BBC, must be made available by Borrower to the satisfaction of the Bank at the time of Construction Loan Closing. In addition, the loan documentation will require the Borrower to provide, in a manner satisfactory to BBC, all funds needed to cover any subsequent cost increases of any nature for completion of the site improvements.

Commencement:

Borrower will commence work within ninety (90) days of closing and use due diligence to complete the improvements with labor and materials of high quality in accordance with plans and specifications approved by BBC within twenty-four months from closing date.

Borrower's
Contracts:

Prior to closing, BBC must receive and be satisfied with executed and binding contracts of Borrower with the Architect and General Contractor. A detailed trade payment schedule in the form to be utilized in the requisition process and based upon the executed contracts and including allowances for indirect cost must be submitted prior to the closing. BBC will retain the right to an assignment of the Borrower's interest in all contracts and subcontracts. Any change in plans or construction costs from the original schedule must be submitted to us for review and approval. Prior to closing, Borrower will provide receipted bills for work performed to date including indirect costs such as architect's legal fees.

Inspection:

The Lender shall have the right, from time to time, to inspect the property which is to be security for this loan and during regular business hours shall have full and complete access to all drawings of the Borrower in connection with the development and construction thereof.

Contractor's:
Bonds

The General Contractor shall provide performance bonds, labor and material payment bonds and lien bonds from a surety satisfactory to BBC, each in the amount of

100% of the Cost of the contract or such other type that will be satisfactory to the bank. Such bonds shall name BBC as a dual obligee thereunder.

Performance Agreement:

Written agreements of the architect and the General Contractor must be submitted to BBC for its approval which shall not be unreasonably withheld or delayed and said agreements must provide that: (1) approved plans and specifications will not be materially modified, extra work done, or materials changed without the consent of BBC; (2) construction contracts will not be terminated or substantially modified without the consent of BBC; (3) Upon request by BBC, and notwithstanding the default by Borrower, to continue performance of their respective contracts on behalf of BBC upon payment of all amounts payable thereunder accruing with respect to work or services performed thereafter. The architect's agreement shall also permit BBC to use the plans and specifications without cost to BBC, after mortgage default. *LB WAJ*

Project Budget:

Attached hereto as Exhibit A and incorporated herein is a schedule setting forth the projects budget (the "Project Budget").

Insurance:

The Borrower will maintain or cause to be maintained in force, until full payment of the loan, policies of insurance satisfactory to BBC as follows: (1) fire and extended coverage insurance including loss or damage by vandalism, malicious mischief, and such other insurable hazards as BBC shall require. The amount of such insurance shall not be less than full replacement cost endorsement without co-insurance. During construction, such insurance be on Builder's All Risk 100% Completed Value Non-Reporting Form and shall cover improvements and materials; (2) in addition to the foregoing, all on-site uninstalled furniture, fixtures and equipment necessary for the operation of the Premises shall also be insured against loss by burglary, theft or mysterious disappearance;

(3) comprehensive general liability insurance, all including explosion and collapse coverage, contractual liability and complete transaction coverage, covering personal injury and property damage with a combined limit of not less than \$1,000,000; (4) during the period of any construction, or while any persons are employed by Borrower, workmen's compensation and employer's liability insurance and other insurance required by law; (5) comprehensive automobile liability insurance covering all motor vehicles used in connection with the project with combined limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage.

If the premises are determined to be located in a federally designated flood hazard area, Borrower must provide flood insurance in the amount of BBC's mortgage loan commitment or the greatest amount obtainable naming BBC as loss payee.

Real Estate
Taxes:

All real estate taxes and assessments due and payable by the date of closing shall be paid. If Borrower does not provide a copy of a paid tax due date, BBC may require a reserve for real estate taxes and other municipal assessments to be paid by Borrower monthly into an escrow account to be maintained by BBC in the amount equal to 1/12 of the annual tax assessment to permit payment on or before the due date.

Reports:

The Borrower shall deliver to BBC monthly reports of cash flow for the previous month period. Within sixty days following the close of each of Borrower's fiscal years, Borrower shall deliver to BBC a balance sheet and income and expenses statement relating to the Development enumerating all items of income and expense collected, paid and accrued for the period being reported. The Borrower shall supply BBC with such additional documentation with respect to rental, construction progress, costs and completion budgets as BBC may from time to time request. In addition, Guarantors financial statements must be annually updated.

Independent Engineer:

BBC, at its option, may require an independent engineer consultant to aid in the review of the proposed plans and specifications, contract documents, project and line item budgets and to periodically review the progress of work in connection with monthly requisitions and perform other consulting responsibilities as may be required. This requirement will be maintained through substantial completion of the Development. The fees and expenses incurred by the independent engineer or the architect shall be paid by the Borrower.

Architect's Certification:

BBC must have received a letter from the designing architect certifying: (1) all public utility service, including storm and sanitary sewers, water supply, gas, electric and telephone facilities, of adequate capacity necessary for the construction and operation of the Premises, are located and physically available at the boundaries of the Property; (2) upon completion of the Improvements in accordance with plans and specifications, the Premises shall comply with all applicable laws and regulations including local zoning ordinances, and building code provisions.

Scheduled
Sales Prices:

Sales prices of units shall not be less than those indicated in the schedule of proposed prices that will be delivered to BBC for its review and satisfaction no later than one week prior to closing. No deviation shall be permitted without written approval of BBC.

Condominium
Documents:

Borrower shall not submit the premises to condominium form of ownership pursuant to Massachusetts General Laws Chapter 138 A until all condominium documents have been approved by BBC. Such condominium documents shall be prepared in a manner acceptable to BBC within Three (3) months of the closing of the loan. BBC will be required to make all necessary submissions to F.H.L.M.C or F.N.M.A. to assure that individual end loans will meet all rules, regulations and warranties required by the F.H.L.M.C. or F.N.M.A. condominium mortgage purchase program. Necessary submissions will include, counsel that the premises and governing documentation comply with all requirements; association budget management plan for the condominium requisite marketing plans and buyer profile statements; and developer and architect's certifications that all construction insofar as roads, utilities and amenities are concerned with respect to each phase of the Development have been completed in a satisfactory manner.

Unit Rentals:

Rental of units by Borrower will not be permitted. Borrower acknowledges that is intended that units will be continually offered for sale. In the event that BBC authorizes rental of units, all terms of rental are, including any lease form, to be subject to BBC approval, and such rents will be assigned and paid over to BBC.

Principal
Repayment and
Partial Releases:

In consideration for BBC releasing its interest in individual condominium units as they are sold, the Borrower shall pay to principal an amount equal to 100% of the actual unit sales price until the loan is fully repaid.

Certificate of
Occupancy:

Upon completion of construction, Borrower shall furnish BBC a certified copy of a final unconditional certificate of occupancy, or its equivalent, issued by the appropriate governmental authority, permitting occupancy and use of the Premises for the purposes described in this commitment and as represented by the Borrower to BBC.

Secondary Financing: Not permitted except as approved in writing by BBC.

Legal: All legal matters shall be subject to the review and approval of counsel for BBC, including but not limited to loan documentation, title insurance, all applicable zoning, building, environmental, subdivision and other governmental laws and regulations.

Sign: BBC will provide Borrower with a sign indicating the source of the construction financing, and it shall be placed in a location mutually acceptable to the Borrower and BBC. Also, Borrower agrees to name BBC as construction lender in any project signage or publicity where appropriate.

Expenses: Borrower shall pay all cost incidental to the loan whether or not it closes, including, but without limitation, fees and expenses and the fees and expenses of our independent engineer. In addition, Borrower will indemnify us and hold us harmless against any claim for brokerage or other fee of commission arising from the transaction contemplated hereby.

Additional
Requirements:

BBC is to be provided with the following documents for its examination and approval prior to the loan closing:

- A. A certified copy of your organizational documents and all amendments thereto, proof of qualification to do business in the State of Massachusetts and a certified copy of the resolution of your governing body of the authorizing you to enter into this loan and execute the contemplated documents.
- B. A copy of the Purchase and Sale Agreement on the property and all related amendments and assignments.
- C. An opinion from your independent counsel of all governmental agencies having jurisdiction over the project, evidence that the requirements of such agencies have been met and that the proposed improvements, when completed, will comply with all applicable laws, regulations, and ordinances affecting the property.
- D. Certification by the Architect and Site Engineer as to the adequacy of the structural design, mechanical, elevator, and foundation specifications.
- E. Evidence in all respects satisfactory to BBC that no "oil or "hazardous material", as defined in the Massachusetts Oil and

- * Section E is subject
to project budget
attached hereto.

LB W49

Hazardous Material Release Prevention Act - M.G.L. Ch. 21E, (the "Superfund Act"), is or has been present on the Premises. In this regard, (i) BBC shall require a site report from a qualified environmental engineer satisfactory to BBC and verification that no "notice of violation" ("NOV") has been issued by the Mass. DEQE and (ii) BBC may require test borings and such other engineering studies as BBC in its sole discretion, may deem appropriate. The loan documents shall contain a provision whereby Borrower shall be obligated to immediately contain and remove all "oil" or "hazardous material" found on the Premises in compliance with the Superfund Act. In addition, it shall be an event of default under the loan documents if Borrower shall fail to obtain a satisfaction of any NOV within 60 days after the issuance thereof or if any "Superlien" claim is filed against the Premises under the Superfund Act.

- F. Certification from the Borrower and the Guarantor(s) that the financial statements delivered to BBC fairly present the financial condition of the party described therein as of the date thereof and no material and adverse change has occurred in the financial circumstances or the condition of the Borrower or the Guarantor(s) since the date thereof. Borrower and Guarantor(s) to provide current financial statements from time to time as BBC may reasonably require.
- G. An opinion from Borrower's and Guarantor's counsel which shall be in form and content satisfactory to BBC that the consummation of the loan and the subsequent payment and performance of the obligations to be evidenced and secured by the loan documents will not constitute a violation of any law, order, regulation, contract or agreement to which the Borrower or Guarantor(s) are a party or by which any one or more of them may be bound.

- H. An opinion that there is no material litigation now pending or threatened against the Borrower or the Guarantor(s) which, if adversely decided, would materially impair the ability of any one or more of such parties to pay and perform its obligations hereunder or under the loan documents.
- I. Building and similar permits for the proposed development and construction.
- J. Such other documents as our legal counsel shall reasonably require.

Addenda:

BBC's obligations under this commitment are further subject to Borrower's full compliance with all additional terms and conditions as outlined in the attached addendum (Addendum A) and incorporated herein.

Borrower's
Representation:

This Commitment has been issued to the Borrower on the basis of all information, materials and data supplies to the Lender by the Borrower. Any misrepresentation therein contained shall, at the option of the Lender exercised by notice in writing to the Borrower, terminate any and all obligations of the Lender under the Commitment.

Termination of
Commitment:

The Lender may terminate the Commitment by notice in writing to the Borrower in the event that:

- A. The Borrower shall fail or refuse to comply in a timely way with any of the terms, provisions or conditions of the Commitment; or
- B. Prior to the closing of the loan any adverse change shall occur in the financial condition of the Borrower or any Guarantors of the loan from the condition represented in the loan application or any supporting documentation.

Modifiaction-Entire-
Agreement:

The Commitment contains the entire agreement between the parties hereto and there are no agreements, conditions, undertakings, warranties or representations, express or implied between the parties other than as herein set forth. It is expressly understood and agreed that the parties hereto intend that the Commitment shall be an integration of all prior and contemporaneous agreements, conditions, undertakings, warranties and representations between the parties hereto and that each and every of the same shall be merged herein. No alteration, change modification or enlargement of the Commitment shall be valid unless the same is in writing and executed by the parties hereto.

Commitment
Surviv's Closing:

The parties hereto agree that the Commitment shall survive the closing of the loan which is the subject matter of the Commitment and that each and every one of the obligations and undertakings of the Borrower and any Guarantors of this loan shall be continuing obligations and undertakings and shall not cease or terminate until the loan shall have been paid in full and until all obligations and undertakings of the Borrower and any such Guarantors shall have been fully completed and discharged.

BBC Account:

Borrower to maintain a BBC regular checking account into which construction will be credited.

BBC Counsel:

The responsibility of BBC's attorney is limited to protection of the interest of BBC notwithstanding the fact that the Borrower shall be obligated to pay the legal fees of BBC's attorney. Further, BBC assumes no responsibility to the Borrower for the acts or omissions of their attorney. Borrower may at its own expense engage an attorney to represent its interest in this transaction

Acceptance and
Closing:

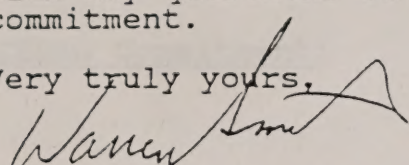
This commitment shall become null and void if not accepted by July 6, 1987 and if closing has not occurred by August 6, 1987.

Acknowledgement:

Please acknowledge receipt and acceptance of this commitment by signing and returning the enclosed copy together with a non-refundable deposit in the amount of \$10,000 to be applied toward payment of the construction service fee payable at closing.

We are delighted to offer this financing and hope that it leads to a long and mutually beneficial relationship between you and the Boston Bank of Commerce. Please do not hesitate to contact us with any questions or comments you may have regarding our commitment.

Very truly yours,


Warren E. Smith
Executive Vice President
Chief Operating Officer

Addendum A

End Loan Commitments:

Borrower shall obtain commitments from the Massachusetts Housing Finance Agency for subsidized-rate end loans. Commitments shall be subject to the review and approval of BBC. A total of 54 loans shall be committed under the Home Ownership Opportunity Program.

CDFC

Commitments:

Borrower shall obtain commitment from CDFC to provide \$200,000 of construction financing which will be subordinated to BBC. Commitments shall be subject to the review and approval of BBC.

CEDAG Commitment:

Borrower shall obtain commitment from the Commonwealth of Massachusetts for a \$21,300 Community Development Action Grant.

E.O.C.D. Commitment:

Borrower shall obtain commitment from the Commonwealth of Massachusetts for a \$200,000 grant.

BRA Commitment:

Commitment from BRA evidences that \$500,000 has entered project.

Land & Building
Commitment:

Commitment evidences that the Infill land and building have been designated to the Infill Collaborative, Inc.

The undersigned hereby accept this commitment and agrees to the terms and conditions thereof.

William H. Jones, Executive Director
Cushman Square Housing Development Corp.
William H. Jones, Executive Director
Quincy-Geneva/Roxbury Multi-Serv. Center
Tom Baker, Executive Director
Rox. North - Dorchester Neighborhood
Revitalization Corp.
William H. Jones, Executive Director
Nuestra Comunidad Development Corp.
William H. Jones, President
Infill Collaborative, Inc.

Commitment letter

From: The Boston Bank of Commerce

To: The Infill Collaborative, Inc.

Addendum B.

Purpose of the loan:

The 84 condominium units range in size from approximately 912 square feet to 1350 square feet.

The units will be sold under the following terms 70% (@ 59 units) will be sold to households whose income does not exceed 80% of the SMSA for the Boston area. Approximately 21 of these units will be sold to the Boston Housing Authority under the Chapter 705 Condominium Acquisition Program. The remaining units will be sold to households whose income does not exceed 110% of the SMSA income limits.

Construction Service Fee:

Fee shall be 1.5% of the face amount of the note, \$60,000 according to the following schedule:

- \$8,000 payable upon acceptance of commitment.
- \$52,000 payable at closing.

Release Fee:

The bank will upon completion of construction subordinate their mortgage to condominium documents filed in connection with each building or set of buildings. A release fee of \$250.00 per unit will be payable with the partial discharge upon sale or refinancing of such units.

Security:

A. A first and exclusive mortgage on the premises and the improvements to be constructed on the premises listed in the addendum attached here to as addendum C.

E-1. Ammended as follows: except that approval is hereby given for a second mortgage to Community Development Finance Corporation (CDFC) in an amount not to exceed Five Hundred Thousand Dollars (\$500,000).

First Right Of Refusal:

Borrower shall use best efforts to encourage buyer of condominium units to finance said units with the Boston Bank of Commerce provided that Boston Bank of Commerce offers competitive loan terms. If BBC shall offer loan terms competitive with best available to buyers in lending market place then a penalty of 1% of the gross selling price of each unit less than 63 units shall be added to principal balance of loan at time of partial discharge attributed to such unit(s).

Cost Breakdown/Disbursement Schedule:

Total development cost is approximately Ten Million Dollars (\$10,000,000.)

Disbursements:

#4.

..., provided that 10% (or such lower percentage agreed to by BBC engineer which upon 50% of completion shall be reduced to 5%)

Project Budget:

Attached hereto as Addendum D

Real Estate Taxes:

In lieu of payment of all real estate taxes and assessments due and payable by the date of closing, the borrower can produce a letter of indemnity from the Boston Redevelopment Authority (BRA) along with a board vote authorizing the same.

Principal Repayment and Partial Releases:

Add: after expenses associated with sale of unit and which considers both BBC and CDFC.

Additional Requirements:

E. This requirement and the appropriate way to satisfy this concern shall be further discussed by and between attorneys for the lenders and borrower, but, in any case shall be mutually agreed to prior to closing.

The undersigned hereby accept the conditions of this Addendum as part of the whole letter of commitment from the Boston Bank of Commerce to the Infill Collaborative, Inc.

William H. Davis Executive Director
Codman Square Housing Development Corp.

Herbert James Executive Director Quincy Geneva
Quincy-Geneva/Roxbury Multi-Serv. Center *KJF*

Larry Bauer Executive Director
Rox. North - Dorchester Neighborhood
Revitalization Corp.

Melvin Colon Executive Director
Nuestra Comunidad Development Corp.

Melvin Colon President
Infill Collaborative, Inc.

Warren E. Smith
Executive Vice President
Chief Operating Officer
Boston Bank of Commerce

Addendum C.

The following is a list of the addresses of the property included in the Infill Collaborative, Inc.'s Project.

- 1) 980 Tremont St.
- 2) 263 Estice
- 3) 3 Johnson Terrace
- 4) Dunmore
- 5) Norwell St.
- 6) 105 George St.
- 7) Norwell St.
- 8) 120 George St.
- 9) 28 W. Cottage St.
- 10) 25 Dale St.
- 11) 65-69 Nightengale
- 12) 20 Rockland
- 13) 24 Rockland
- 14) 15 Kingston
- 15) 584 Blue Hill Ave.
- 16) 165 M.L. King Blvd.
- 17) 169 M.L. King Blvd.

	Total Units	No. Units to be Purchased
980 Tremont St.	1	1
263 Estice	1	1
3 Johnson Terrace	1	1
Dunmore	1	1
Norwell St.	1	1
105 George St.	1	1
Norwell St.	1	1
120 George St.	1	1
28 W. Cottage St.	1	1
25 Dale St.	1	1
65-69 Nightengale	1	1
20 Rockland	1	1
24 Rockland	1	1
15 Kingston	1	1
584 Blue Hill Ave.	1	1
165 M.L. King Blvd.	1	1
169 M.L. King Blvd.	1	1



BOSTON HOUSING AUTHORITY
52 Chauncy Street
Boston, Massachusetts 02111

617-451-1250

15 April 1987

Melvin Colon, President
The Infill Collaborative
c/o Nuestra Comunidad
391 Dudley Street
Roxbury, MA 02119

Re: Chapter 705 Condominium Acquisition

Dear Mr. Colon:

The Boston Housing Authority has been very interested in working with local community development corporations involved in the Infill Housing Program. Based on preliminary discussions with Boston Redevelopment Authority officials in April 1986, the BHA Chapter 705 funding application to the Executive Office of Communities and Development referenced an anticipated purchase of at least ten condominium units through the Infill Housing Program.

More recent discussions with representatives of the Infill Collaborative have focused on BHA acquisition of twenty-one (21) condominium units in this project. Consistent with EOCD C.705 cost guidelines, the purchase price for two-bedroom units cannot exceed \$90,000 and \$110,000 for three-bedroom units; however, with justification, the Authority can exceed these cost limits by ten percent (10%) for twenty percent (20%) of the units purchased. In all cases, acquisition is subject to satisfactory construction completion, compliance with applicable statutes and regulations, and EOCD approval.

On this basis, the BHA would acquire twenty-one condominium units from the Infill Housing Program: eleven (11) two-bedroom units and ten (10) three-bedroom units located at the following addresses.

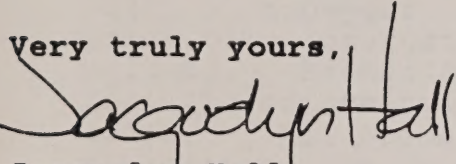
	<u>Total Units</u>	<u>No. Units to be purchased</u>
8 Dunmore Street	4	1
263 Eustis Street	4	1
105 George Street	4	1
120 George Street	4	1
28 West Cottage Street	4	1
564 Blue Hill Avenue	4	1
25 Dale Street	4	1
15 Kensington	4	1

	<u>Total Units</u>	<u>No. Units to be purchased</u>
980 Tremont Street	4	1
165 Martin Luther King Boulevard	4	1
169 Martin Luther King Boulevard	8	1
20 Rockland Street	4	1
24 Rockland Street	4	1
3 Johnson Terrace	8	8

It is our understanding that construction is scheduled to begin in April 1987 and is projected to be complete within one year. Prior to construction completion, the Authority will formalize the purchase and sale agreements which will be executed following BHA/EOCD inspection of the units to be purchased, issuance of an occupancy permit, and appraisal certification that the unit value is not less than the agreed purchase price. In addition, we would be willing to discuss BHA policies and procedures for C.705 condo tenant selection and contract management of these units.

The Boston Housing Authority welcomes this opportunity to support The Infill Collaborative in this effort to provide affordable housing for low-income Boston residents. We look forward to working with you in order to ensure the success of this very important endeavor. If you need any additional information, please do not hesitate to contact me or Ginny Guild, Development Director for the BHA C.705 Condo Acquisition Program.

Very truly yours,


Jacquelyn Hall
Assistant Administrator
Planning, Design and Development

cc: Peter Dreier, BRA, Assistant Director for Housing

3. Commitments for equity totalling \$1,727,242 from various sources including the Boston Redevelopment Authority, the Executive Office of Communities and Development, and other sources.

4. Construction contract with James C. McFarland Inc. on terms and in amount satisfactory to CDPC.

5. The construction supervisor for the construction lender and the construction project manager for the Project shall be satisfactory to CDPC.

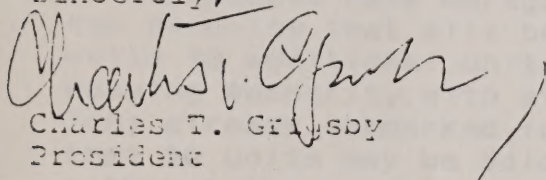
6. Evidence of compliance with all applicable building, zoning, environmental and historic regulations.

7. The Project will provide monthly reports on the status of the Project during construction and marketing in form and substance acceptable to CDPC.

8. The Project will pay all legal costs incurred by CDPC associated with this investment, whether or not the investment closes.

Please sign below to signify your acceptance of the terms and conditions of this commitment. Please return the signed copy of this letter by August 30, 1987. This commitment will expire if not closed by September 30, 1987. If you have questions concerning this commitment, please contact Nancy Iye, consultant to CDPC.

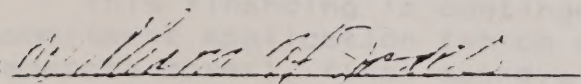
Sincerely,

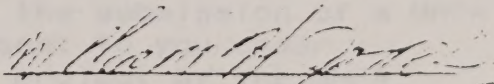

Charles T. Gribby
President

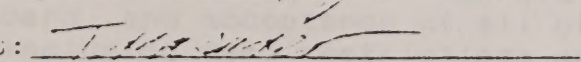
Acceptance of Terms and Conditions:

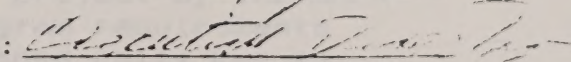
INFILL COLLABORATIVE, INC.

CODMAN SQUARE HOUSING
DEVELOPMENT CORPORATION

By: 

By: 

Its: 

Its: 

Date: Aug 7 1987

cc: Tom O'Malley, DRI
Melvin Colon
Nora James
Larry Boyer



Massachusetts Housing Partnership

100 Cambridge Street
Boston, Massachusetts 02202
(617) 727-7824

February 2, 1987

Raymond L. Flynn
Mayor
City Hall
Boston, MA 02108

Dear Mayor Flynn:

I am pleased to inform you that the Massachusetts Housing Partnership (MHP) has approved the Infill Collaborative project for financing through the Homeownership Opportunity Program component of the MHP. As part of this commitment, the HOP Program will provide below market interest rate mortgages to first-time homebuyers through the Massachusetts Housing Finance Agency (MHFA), and will further reduce the interest rates on a portion of these units for eligible moderate income purchasers to 5 1/2%.

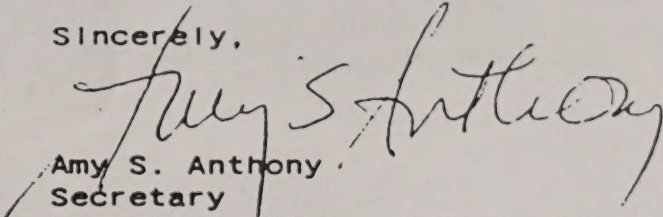
Reduced rate mortgages will be available for 54 of the 84 units that will be developed as part of this project, while 10 additional units will be purchased by the Boston Housing Authority with state family housing resources (Chapter 705) already earmarked for the City. Furthermore, we recognize that 20 units may be sold as limited equity cooperatives although the appropriate subsidy structure for these units remains to be resolved. Finally, you will need to keep us informed of the phasing of these units so that funds may be reserved to allow the process to proceed smoothly.

This financing is contingent upon the submission of a MHFA Commitment Application (which will be sent to you under separate cover), final approval of the project by the MHFA Board, and acceptance of all other program requirements (including deed restrictions on HOP-funded units and an approved marketing plan).

I look forward to working with you on this project, and to the successful completion and sale of these affordable housing units. In the meantime, should you or any of your

staff have any further questions, please contact Tom Gleason,
Director of the Homeownership Opportunity Program, at 617-727-
7130.

Sincerely,


Amy S. Anthony
Secretary
Executive Office of Communities
and Development

Co-Chair
Massachusetts Housing
Partnership

cc: Joseph Flatley; MHP
Edward Calnan, MHFA
Tom Gleason; HOP
Lisa Chapnick; Boston
Tom Harden; Boston
Tom O'Malley; Boston Redevelopment Authority